

1 to page 3 in the sections identified as "Monthly recurring
2 and non-recurring." Does this document show the pricing
3 offer from BellSouth in October of 2005?

4 MS. MAYS: Mr. Chairman --

5 A I'm not certain.

6 MS. MAYS: -- if I could, in order to fully answer
7 the question, we believe the witness will have to discuss
8 the entirety of this offer. Just so that it is clear, this
9 is not and never was a stand-alone line sharing offer. This
10 is --

11 MR. WATKINS: Mr. Chairman, the -- the fact that
12 she wants to discuss has already been discussed before you.
13 And, frankly, Covad doesn't have a strong objection to it.
14 And that is what those rates may or may not have been tied
15 to.

16 MS. MAYS: It's confidential commercial
17 negotiations.

18 MR. WATKINS: Counsel for BellSouth was the first
19 one to state those in the open forum.

20 MS. MAYS: It was in answer to --

21 CHAIRMAN WISE: Ms. Mays, I -- I just -- I don't
22 see how I can sustain your objection. I -- you know, I
23 think we're -- we're treading carefully. We're not -- we're
24 not going into items that should not be disclosed. I think
25 we all understand that in negotiations it's a total package

1 and it's per company. And I think that's -- that's
2 recognized.

3 MS. MAYS: We just want to make sure the record
4 very clearly reflects --

5 CHAIRMAN WISE: We'd already heard on the --

6 MS. MAYS: -- it's a total package.

7 CHAIRMAN WISE: -- the Publix-Safeway concept, you
8 know, so we got that.

9 BY MR. WATKINS:

10 Q Subject to those objections, Mr. Williams, do you
11 still remember the question?

12 A I think. But I -- I believe this is a comparison
13 that was put together in 2004, as best I recall. And the
14 rates we're talking about here that we were considering were
15 relevant at the time because the SEEMs penalties were our
16 primary concern. We were concerned because SEEMs penalties
17 at that time were thought to be 5 million or \$6 million a
18 year, and we would like very much to enter into a commercial
19 line sharing deal to eliminate the SEEMs penalties. So the
20 price was almost secondary at that point in time. So I -- I
21 believe that this was put together in 2004.

22 Q Mr. Williams, are those the same prices that were
23 originally offered in January of 2004?

24 A Well, if you look at the left-hand column, those
25 are the original prices, yes.

1 Q Were those the prices that were on the table in
2 October of 2005, tied or untied to other things?

3 A No, we had offered a different amount and -- and
4 Covad had countered with these prices. But, no, this is not
5 what we offered in 2005, as I recall.

6 Q So would you put the date on this in late 2004?

7 A I believe it was during 2004. I'm not sure
8 exactly when that would be. I would not say it was late in
9 2004, because late in 2004 I don't believe we were
10 negotiating.

11 Q If you could direct your attention to page 1 under
12 "Qwest/Covad," the first box. You would agree that this
13 chart was created after the Qwest/Covad agreement was
14 signed; is that correct?

15 A Yes, that's probably right.

16 Q And you would agree that the Qwest/Covad agreement
17 was signed in October 2 of 2004?

18 A Right. That -- that's what this indicates. And
19 as I recall, we never presented these prices to Covad that's
20 in this middle column.

21 Q Okay. So you would agree with me that the price
22 from January of 2004 until at least October of 2004 was the
23 same price?

24 MS. MAYS: I would object.

25 A No, I would not agree with that. We made an

1 offer, and there was a Covad counter, and we were far apart.

2 COMMISSIONER BAKER: So when the offer was
3 rejected, it was not preserved?

4 THE WITNESS: That's correct. It was off the
5 table.

6 MR. JONES: Mr. Chairman, may I approach the
7 witness with the next exhibit?

8 CHAIRMAN WISE: Yes.

9 MR. WATKINS: Mr. Chairman, this is also a trade
10 secret document, and we would ask that it be treated as
11 such.

12 (The document referred to was marked for
13 identification as TRADE SECRET
14 Covad Exhibit Number 3.)

15 BY MR. WATKINS:

16 Q Mr. Williams, have you had an opportunity to look
17 at this document?

18 A Yes, I have.

19 Q Does this refresh your recollection as to the
20 rates being offered in January of 2004?

21 A Right, that's consistent with the rates that we
22 offered in January to Covad.

23 Q The document that's marked as Covad 2, which is
24 this chart, the first column is identified as "BellSouth
25 offer"; is that right?

1 A That's right.

2 Q And you would agree that the rates contained in
3 that column are the same rates attached to this January 30,
4 2004 letter?

5 A That's correct. But these -- this offer was not
6 accepted.

7 Q In the far left-hand column of the -- Exhibit A to
8 this January 30, 2004 letter, under SME, is that TWU?

9 A I'm sorry, what -- what am I looking at, now?

10 Q Exhibit A to the January 30 letter. Is that TWU
11 under SME?

12 A Yes, it is.

13 Q That's subject matter expert?

14 A That's right.

15 Q All right. And to your knowledge, were these
16 rates the pricing offer from BellSouth at each point in the
17 negotiations until Thursday last week?

18 A No. No, we -- we had another offer.

19 Q Do you recall any variation from these particular
20 prices, without getting into specifics?

21 A Yes. What we offered before was -- was different
22 than -- than these prices.

23 Q And you're saying in October of 2004 or October of
24 2005?

25 A I'm saying in 2005, and I believe it was May, we

1 proposed another line sharing price that was a comprehensive
2 agreement involving other services.

3 Q Well, is the price for the line sharing portion of
4 that agreement different than these rates?

5 A I believe it was. My recollection is it was.

6 MR. WATKINS: I think that's all I have for you,
7 Mr. Williams.

8 Mr. Chairman, I'd move Covad's 1 through 3 into
9 evidence. Oh, 1 is -- collective 1 are all those rate
10 sheets.

11 MS. MAYS: This is 1?

12 MR. WATKINS: Yeah, collectively.

13 MS. MAYS: This is 2?

14 MR. WATKINS: 2 is the chart, 3 is the letter.
15 Subject to trade secret protection and -- and designation.

16 CHAIRMAN WISE: All right.

17 (The documents, heretofore marked as
18 TRADE SECRET Covad Exhibits 1, 2
19 and 3, were received in evidence.)

20 MS. MAYS: All I was going to do, Mr. Chairman,
21 was move for Mr. Williams' testimony exhibits to go into the
22 record.

23 CHAIRMAN WISE: Thank you.

24 (The document, heretofore marked as
25 BellSouth Exhibit Number 2, was

1 received in evidence.)

2 MS. MAYS: And also ask if Mr. Williams could be
3 excused.

4 CHAIRMAN WISE: He may. Thank you.

5 (Witness excused.)

6 CHAIRMAN WISE: Mr. Watkins?

7 MR. WATKINS: Are we up to Mr. Weber?

8 Mr. Weber, can you raise your right hand.

9 Whereupon,

10 WILLIAM H. WEBER
11 appeared as a witness herein, and having been first duly
12 sworn, was examined and testified as follows:

13 DIRECT EXAMINATION

14 BY MR. WATKINS:

15 Q Can you state your name for the record?

16 A William H. Weber.

17 Q Could you state your address for the record.

18 A 1230 Peachtree Street Northeast, Suite 1900, with
19 Covad Communications.

20 Q Did you cause to be filed in this docket 16 copies
21 of four pages of direct testimony?

22 A I did.

23 Q Did you cause to be filed in this docket 16 copies
24 of a single exhibit attached to that testimony?

25 A I did.

1 MR. WATKINS: Subject to cross, Mr. Chairman,
2 Covad would move -- excuse me, CompSouth --

3 I'm not sure who I am right now. CompSouth or
4 Covad would move Mr. Weber's testimony into evidence, as
5 well as his -- the attached exhibit.

6 CHAIRMAN WISE: They will be.

7 (Whereupon, the prefiled testimony of Mr. Weber
8 follows:)

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1 THE REPORTER: How are we marking the exhibit?

2 MR. WATKINS: I believe it was Exhibit A. Covad
3 Exhibit A. Is it 4? You want to just be consistent? Covad
4 4. And it is not trade secret.

5 (The document referred to was marked for
6 identification as Covad Exhibit
7 Number 4 and received in evidence.)

8 THE WITNESS: And, Mr. Watkins, would you care for
9 me to give a --

10 MR. WATKINS: Yes.

11 BY MR. WATKINS:

12 Q Mr. Weber, do you have a summary?

13 CHAIRMAN WISE: You know, your last cross must
14 have gone so well, I guess you're flustered.

15 MR. WATKINS: I'm -- one would think.

16 THE WITNESS: Mr. Chairman, Commissioners, my
17 testimony's only four pages, so my summary can't be that
18 large. But I did want to --

19 CHAIRMAN WISE: You must not have that much
20 experience here then.

21 (Laughter.)

22 THE WITNESS: Sir, what -- what my testimony does,
23 it sets -- sets out the methodology that Covad used.

24 CHAIRMAN WISE: Hang on. Mr. Watkins, did you
25 swear your witness?

1 MR. WATKINS: Yes, sir, I did.

2 CHAIRMAN WISE: Okay, thank you. I'm sorry.

3 THE WITNESS: That's all right, sir.

4 It sets out the methodology that Covad used to
5 determine what we believe are just and reasonable rates for
6 the various elements associated with line sharing. And so
7 that involves taking a look at both recurring and non-
8 recurring costs. And as you all know, the way those things
9 are determined is somewhat different. So I'll address
10 briefly what we did with non -- I'm sorry, with recurring
11 costs first.

12 As Mr. Williams alluded to during his testimony,
13 we have closed commercial line sharing agreements with
14 Qwest, with Verizon, and with the new AT&T, previously SBC
15 when we closed that agreement. So we do have extensive
16 experience across a nationwide footprint with negotiating
17 these deals.

18 And, again, as Mr. Williams points out in his
19 testimony, his direct testimony, the rates for line sharing
20 contained within those agreements are between 4.75 and \$7.
21 So the rate that we set involves -- that we are suggesting
22 involves two elements. Because that's the way line sharing
23 works. You have a splitter, so that the loop, as it comes
24 into the central office, goes to a splitter. In the
25 BellSouth region, BellSouth owns the splitters that are used

1 for line sharing.

2 And from there, that piece of equipment does
3 exactly what it sounds like it ought to do, it splits the
4 signal into a high frequency and a low frequency portion of
5 the loop. The high frequency portion then comes to Covad's
6 collocation space, while the low frequency portion which is
7 carrying the voice signal goes to the BellSouth switch.

8 So when you're talking about the high frequency
9 portion of the loop, you really have two elements. You have
10 the HFPL, and there's a recurring cost for that; and you
11 also have a recurring cost for the port on the splitter
12 because that is a cost that BellSouth incurs. So when you
13 look at our rate sheet, we proposed a rate for both of those
14 which adds up to about \$5 a month for the high frequency
15 portion of the loop, including the splitter cost.

16 Just so you get a sense of how this compares in
17 Georgia, currently today in Georgia we pay 61 cents a month
18 for the -- what we proposed a \$5 cost for as a market-based
19 rate. To a degree that's a little bit artificial, because
20 in Georgia you all determined, with great wisdom, I might
21 add, that the splitter cost should be recovered on a
22 recurring basis as part of the loop cost, so we pay zero per
23 month on for splitters here.

24 If you look region wide, though, and we could get
25 exact numbers for you -- but if you look region wide, we pay

1 about 2.50 a month, region wide, for a combined price for
2 the splitter port from BellSouth plus the high frequency
3 portion of the loop. So the market-based rate we've
4 proposed is approximately double what we pay region wide.

5 Now on the non-recurring side of things, as you
6 all know, non-recurring costs are calculated in a much more
7 straight-forward fashion than recurring costs because we
8 don't have all these network elements. We have time and
9 motion studies and we figure out what it actually costs
10 BellSouth to do these things and we come up with a non-
11 recurring cost.

12 So what we did for this, on almost virtually every
13 element on there -- there's one that deviates from this and
14 I'll explain that briefly in a second -- is we took the
15 average non-zero rate in every state in the BellSouth region
16 where Covad does business. We're in seven of the states, we
17 are not in South Carolina or Mississippi. And we took an
18 average.

19 And I say non-zero, because there are certain
20 things such as load coil removal which, for instance in
21 Georgia, we pay zero for load coil removal on the theory
22 that a forward-looking network wouldn't have load coils, so
23 we shouldn't be charged for them. In reality, not under a
24 TELRIC model, BellSouth does incur costs to remove load
25 coils for us when we ask them to, so we included a rate in

1 the rate sheet for that, and we arrived at that by averaging
2 every non-zero rate in the seven states in the BellSouth
3 region in which we do business. The assumption there is
4 that what you've got with that average is the wisdom of
5 seven sets of staff, seven sets of commissioners who have
6 examined time and motion studies repeatedly, and that that's
7 a reasonable proxy for what the actual cost to BellSouth is
8 for the non-recurring rate.

9 Finally, in the one area we did not do that, we
10 did not average it, that was on bridge tap removal, which
11 you'll see on my Exhibit A -- well, it's on there, bridge
12 tap removal. It's the second line down under loop
13 modification. That's because we have a number -- several
14 zero states there and then we have one outlying state,
15 Tennessee, where the charge is \$528 and we just wound up
16 with a really wacky number there. If you look at that
17 number, we proposed \$68.11 and BellSouth proposed on Tommy
18 Williams' revised exhibit, which I do not believe is
19 confidential or trade secret, proposed a \$92.00 rate. So
20 we're not that far apart on that one, despite the fact that
21 our methodology on that one did deviate a little bit.

22 That's my summary.

23 MR. WATKINS: Mr. Chairman, I'd tender Mr. Weber
24 for cross examination.

25 CHAIRMAN WISE: For the Commission?

1 MR. WALSH: No cross, Mr. Chairman.

2 CHAIRMAN WISE: Thank you. CUC.

3 MS. MELLINGER: No questions, Mr. Chairman.

4 CHAIRMAN WISE: BellSouth.

5 MS. MAYS: Thank you, Mr. Chairman, Commissioners.

6 Good afternoon, Mr. Weber.

7 THE WITNESS: Ms. Mays.

8 CROSS EXAMINATION

9 BY MS. MAYS:

10 Q Just to be clear, Mr. Weber, if for some reason
11 Covad is wrong and some court somewhere says we don't have a
12 271 obligation, you would agree with me that BellSouth has
13 no obligation to negotiate a line sharing agreement,
14 wouldn't you?

15 A Are we talking about a global agreement or just in
16 Georgia?

17 Q Let's limit it to Georgia. Let's say we got the
18 highest possible court says no 271 obligation in Georgia,
19 would you agree with me that in Georgia, Covad has no -- I'm
20 sorry -- BellSouth has no obligation to get a line sharing
21 agreement with Covad.

22 A And I just want to state this clearly, so I make
23 sure I'm saying what I want to say instead of just yes or
24 no.

25 In the event that it is determined that the

1 Georgia Commission does not have authority to set -- to
2 examine and set 271 rates, you would not be under an
3 obligation to provide line sharing; that is correct. If it
4 were found to be not a checklist item.

5 Q Now in understanding your proposals, you did
6 explain I think in your summary that you looked at the non-
7 recurring and the recurring rates differently, right?

8 A Correct.

9 Q And for non-recurring rates and the averages you
10 present, those are based on TELRIC rates in those states and
11 in the circumstances --

12 A I disagree with that. Non-recurring rates do not
13 include a forward looking TELRIC component in the same way
14 that recurring rates do. The TELRIC component of rate
15 setting is primarily involved in network type issues. Non-
16 recurring rates, on the other hand, are based on actual
17 costs that are incurred by BellSouth. What is the hourly
18 rate that you pay to your workers within the central office?

19 How long does it take them to remove a loop from this
20 jumper and put it onto this jumper? So those are not
21 forward looking rates.

22 Q Did you look at BellSouth's submissions, cost
23 studies in TELRIC proceedings for those states, sir?

24 A I have looked at those in the past. I did not
25 look at them again with regard to this proceeding.

1 Q And you did not limit your analysis to solely
2 Georgia, correct? You looked at six other states in
3 addition to Georgia.

4 A I created an average, as I said, of the non-
5 recurring rates from the states in which Covad does business
6 in the southeast in the BellSouth region.

7 Q With respect to the recurring rates, you didn't
8 take an average of the recurring rates you've already agreed
9 to pay to other carriers, did you?

10 A No, we did not do that.

11 Q And isn't it true that, for example, with your
12 line sharing agreement with SBC and now AT&T, the monthly
13 recurring rate is \$5.75?

14 A That's correct.

15 Q And when you talked in your summary about "about
16 \$5.00," you rounded up, didn't you? In fact, the line
17 sharing proposal is \$4.50, correct?

18 A No, that's not correct.

19 Q The recurring line sharing rate, if you add the
20 splitter and the high frequency portion of the loop, would
21 you not add \$1.22 to the \$3.28?

22 A Correct -- I'm sorry, you are correct. I did not
23 mean to round up, you're correct.

24 And I would like to add on that note that we
25 believe we have a reasonable basis for the recurring rates

1 we've suggested here, but we do also believe if the
2 Commission chose to look at -- particularly if it did it
3 with a weighted average -- the rates that we are paying
4 across the other 38 -- I'm sorry, the other 28 states where
5 we do business, in the commercial agreements that we've
6 entered into there, we think that that would be a
7 potentially valid methodology. It's not what we chose to do
8 here, but if that's what the Commission chose to do, we
9 think that would be a very reasonable position to take.

10 Q And in fact, the monthly recurring rates that you
11 have agreed to pay Qwest and Verizon are also higher than
12 the \$4.50 you've proposed in your testimony, is that right?

13 A That's correct. With the exception that the
14 Qwest-- depending on our volumes, the Qwest rate can be at
15 that level. Based on our current volumes today, however,
16 that is not what we are paying.

17 Q And you use the line sharing arrangement you
18 obtained from BellSouth to offer your own DSL service to
19 both residential and small business customers, is that
20 right?

21 A That's correct.

22 Q And that was what you're paying 61 cents a month
23 for now, correct?

24 A That's correct.

25 Q Is it correct that your lowest residential DSL

1 offering is \$39.95?

2 A I don't believe today that Covad offers direct
3 residential DSL service on a line sharing basis. I could be
4 wrong about that. If it is, it's a product that we don't
5 advertise. I'm sorry -- our line sharing products are
6 offered -- I'm unwilling after what you asked me to say
7 exclusively, but almost exclusively -- via wholesale
8 partners such as Earthlink, AOL and AT&T. So they certainly
9 have offers selling our wholesale product that are much
10 lower than that.

11 Q If I were to look at your website and I saw \$39.95
12 residential, is it your testimony you do not use BellSouth's
13 line sharing arrangement to offer that?

14 A No, that's not my testimony. If you see that on
15 the website, then I'm sure that that's accurate.

16 Q Is it also correct that in your most recent
17 financial reporting, you reported a weighted average revenue
18 per user for broadband customers of \$54.00 a month?

19 A That's correct. And of course, that includes our
20 T1 customers, our medium and small -- residential, small,
21 medium and large business customers.

22 Q Would you agree with me, Mr. Weber, that under the
23 current line sharing transitional plan that the FCC
24 established, that the rate under that plan in Georgia, the
25 75 percent of the unbundled copper loop rate, that that rate

1 would be \$8.27?

2 A That's correct.

3 MS. MAYS: Thank you. I have nothing further.

4 CHAIRMAN WISE: Covad.

5 MR. WATKINS: We have no redirect, Mr. Chairman.

6 CHAIRMAN WISE: Do you want to move your testimony
7 in, or your exhibit?

8 MR. WATKINS: I did before, but I'll move again
9 Mr. Weber's testimony and exhibit be entered into evidence.

10 (Witness excused.)

11 CHAIRMAN WISE: Competitive Carriers, your
12 witness. Are you going to put Mr. Gillan up this evening?

13 MR. MAGNESS: Mr. Chairman, actually we were
14 hoping to put up the witness that we had subpoenaed first,
15 because we asked for that witness primarily to complete the
16 discovery that we had asked for. We wanted to be able to
17 put that witness up before Mr. Gillan.

18 Given that there are two discovery requests that
19 that witness is to address, one of them is subject to this
20 review of the redacted material that we talked about earlier
21 --

22 CHAIRMAN WISE: Right.

23 MR. MAGNESS: -- we could put up the witness as
24 far as the discussion of Data Request Number 1, I think we
25 have everything we need to do that. I would just prefer to

1 do that and receive all --

2 CHAIRMAN WISE: If there's no objection, we'll go
3 forward.

4 MR. MAGNESS: Okay. And if we could -- I don't
5 know if it's the same witness or not, but we could recall
6 the witness tomorrow for the rest.

7 MS. FOSHEE: Mr. Chairman, we would prefer that
8 Ms. Tipton just be on the stand one time, and since Mr.
9 Gillan is here, we would ask that we just go ahead and try
10 to finish Mr. Gillan tonight and then put Ms. Tipton up
11 tomorrow, so she can testify once.

12 CHAIRMAN WISE: I can't see why it would hurt to
13 put up Mr. Gillan tonight.

14 MR. MAGNESS: Mr. Chairman, the only thing is that
15 if there is information we find out from examining the
16 witnesses based on the discovery that BellSouth has
17 provided, that would inform Mr. Gillan's testimony. It's
18 just like any other discovery request, you get a response
19 back and that discovery response may inform the direct case
20 you put on.

21 CHAIRMAN WISE: Will Ms. Tipton be available
22 tomorrow, Ms. Foshee?

23 MS. FOSHEE: Yes, she will be, but you know, I
24 would object to using this hearing process as a discovery
25 mechanism. I mean certainly they could have issued a

1 subpoena for her deposition prior to the hearing and, you
2 know, we certainly had some objections to that, but that
3 doesn't mean that it wouldn't have been resolved in their
4 favor, as the subpoena was. So to just put her on the stand
5 to conduct discovery so that Mr. Gillan can then testify
6 about that tomorrow seems to put us at somewhat of a
7 disadvantage.

8 CHAIRMAN WISE: I believe it does as well, Mr.
9 Magness.

10 MR. MAGNESS: Well, Your Honor, number one, the
11 only reason we have this problem is that there were
12 documents redacted from the discovery responses and we don't
13 know why, and we don't know whether that was appropriate or
14 not. So allowing BellSouth to get an advantage of that from
15 that, we don't think is really fair.

16 CHAIRMAN WISE: I just can't see giving you two
17 bites at the apple, Mr. Magness. I hear your point, but --

18 MR. MAGNESS: I guess what we're saying is that
19 there's two different apples. And we're happy to take on
20 the first apple where we have all the data in front of us
21 and we know what we're facing. The second one, where we're
22 still awaiting the review of the documents, that's the one
23 we're concerned about.

24 I don't want to put Ms. Tipton on once and not be
25 able to ask her about those documents that may be made part

1 of discovery after the review, so we can put Mr. Gillan on.

2 CHAIRMAN WISE: Well, Mr. Magness, my advice is
3 that you put Mr. Gillan up.

4 MR. MAGNESS: Okay, we'll do that.

5 COMMISSIONER BAKER: Could we just find out, has
6 staff completed its review of the --

7 CHAIRMAN WISE: Mr. Walsh, thank you very much.

8 (Discussion off the record.)

9 CHAIRMAN WISE: We'll take five minutes.

10 (A short recess was taken.)

11 CHAIRMAN WISE: All right, thank y'all very much.
12 Mr. Magness.

13 MR. MAGNESS: Mr. Chairman, I think on the break,
14 we've cut through this. We, CompSouth, is willing to
15 withdraw the motion to compel that necessitated the staff
16 review of the documents that were redacted. We are willing
17 to take BellSouth's witness this evening, or this afternoon
18 rather, based on the information we have available. We
19 think that's going to be sufficient for the purposes of the
20 hearing, and we'll go forward that way.

21 CHAIRMAN WISE: Well, great. Thank you for that
22 resolution.

23 MS. FOSHEE: In response to the subpoena,
24 BellSouth calls Ms. Pam Tipton.

25 And Mr. Chairman, because she is here as a witness

1 for CompSouth, she did not prepare a summary, but she'll be
2 available for cross examination.

3 CHAIRMAN WISE: All right, thank you.

4 MR. MAGNESS: Mr. Chairman, CompSouth would
5 request the ability to treat Ms. Tipton as a hostile
6 witness; that is, allowing us to do leading questions, given
7 that she is an opposition witness.

8 MS. FOSHEE: She will no doubt be hostile.

9 (Laughter.)

10 MR. MAGNESS: Nothing personal, Your Honor, just a
11 technical term.

12 CHAIRMAN WISE: You may.

13 MR. MAGNESS: And Commissioners, there are some
14 trade secret documents that were produced in response to
15 discovery request 1 and 2, which Mr. Jones is providing only
16 to counsel, the Commissioners, the court reporter. As with
17 the documents discussed earlier in the hearing, we'll make
18 every effort to avoid saying any numbers or names that would
19 reveal the trade secret information.

20 And while Mr. Jones is passing this out, I'd just
21 like to say for the record the subpoena that was issued was
22 for a BellSouth corporate representative who could provide
23 information responsive to CompSouth's second request, Data
24 Requests Number 1 and 2.

25 Ms. Tipton, would you please raise your right

1 hand?

2 Whereupon,

3 PAM TIPTON

4 appeared as a witness herein and, having been first duly
5 sworn, was examined and testified as follows:

6 CROSS EXAMINATION

7 BY MR. MAGNESS:

8 Q For the record, could you please state your name
9 and how you're employed?

10 A Yes, my name is Pam Tipton and I'm employed by
11 BellSouth Telecommunications.

12 Q And Ms. Tipton, I believe -- correct me if I'm
13 wrong -- you have been identified by BellSouth as the
14 witness responsive to the subpoena that was issued to
15 BellSouth for information on Data Request Number 1 and 2?

16 A That's correct.

17 Q And I'd ask you to look at the documents I've put
18 in front of you, and as I noted before, these are designated
19 confidential and so I don't want you to tell me much about
20 them, but if you could just look at the three documents that
21 we handed out. Are you familiar with each one of these
22 documents?

23 A Yes, I am.

24 Q Do you know whether or not they were produced as
25 part of BellSouth's responses to Data Requests Number 1 and

1 2 from CompSouth?

2 A Yes, they were.

3 Q Okay. And I'd like to start with this
4 spreadsheet, the title of which is "Signed Commercial
5 Agreements, Georgia Information Only". Do you have that
6 before you?

7 A Yes.

8 Q Okay. And if I'm in this room and there is a
9 spreadsheet, I suppose I have to talk to you about it.

10 A Seems that's the case.

11 Q We've done this before. But not on this
12 spreadsheet.

13 The first question I have is on the far right
14 column, the far right two columns, there is a -- the last
15 column in this spreadsheet says "Total DS0 Local Voice
16 Platform Service, First Month Agreement in Effect." Do you
17 see that?

18 A Yes.

19 Q And then there are numbers in some of the columns
20 following after that. Are the lines that are reflected in
21 those numbers UNE-P lines?

22 A Yes, that would have been the in-service count of
23 UNE-P the month that the commercial agreement was actually
24 executed.

25 Q And then the column immediately to the left,